

**AGENDA
BOARD OF SELECTMEN
March 24, 2009
7:00 p.m.
Town Building**

Public Input

Chairman's Comments

Town Administrator's Report

Meeting Minutes

7:15 pm Public Hearing: Stow Acres liquor license modification

Visitors

- 7:10 pm – Appointment to the Cultural Council
- 7:30 pm – Assabet Wildlife refuge update – Libby Herland, US Fish & Wildlife Services
- 8:00 pm – Stow Community Housing Corp affordable housing projects – Greg Jones
- 8:20 pm – Recreation project update – Bob Wilber

Action/Discussion

- Town Administrator's recommended FY 2010 budget and final ATM warrant
- Butternut Farms liquor license administrative changes
- Elm Ridge Road affordable housing unit foreclosure
- NRSD/Stow Memorandum of Agreement with Mass School Building Authority
- Annual Finance Committee Public Hearing

Selectmen's Master Planning

Liaison Reports, if any

Correspondence

Adjournment

Posted 3/20/09

Correspondence

Town:

Resident email re Assabet River's EPA/DEP wastewater permit, rec'd 3/13
Letter of interest in SpringFest Organizing Committee vacancy, rec'd 3/13
Letter of interest in the COA vacancy, rec'd 3/16/09
ZBA decision on 3 Forest Road variance request, rec'd 3/17
Comcast notice of service and rate changes, rec'd 3/17
Resident email re Stow Acres liquor license modification, rec'd 3/18



Town of Stow
BOARD OF SELECTMEN

Stow Town Building
380 Great Road
Stow, Massachusetts 01775
(978) 897-4515 selectmen@stow-ma.gov Fax (978) 897-4631

NOTICE OF VACANCY

STOW CULTURAL COUNCIL
One member

Duties: Stow's Cultural Council Program, administered at the state level by the Massachusetts Cultural Council, receives state funds and grants to distribute to projects in the arts, humanities and interpretive sciences.

Council members meet annually to review applications from individuals, schools, and organizations and decide how to fund the proposals, which include field trips, after school programs, concerts and festivals.

Qualifications: Registered voter of Stow. Interest in the arts, humanities and interpretive sciences. Ability to commit time to grant review process and willingness to be involved in other duties pertaining to local cultural needs.

Term: Appointment by the Board of Selectmen to a three-year term.

Application: The Board of Selectmen will be accepting applications until 5:00 pm on Wednesday, March 18, 2009.

Posted March 2, 2009

Ann L. Deluty
51 Birch Hill Rd
Stow, MA 01775
March 2, 2009

Ms Susan McLaughlin
Board of Selectmen
Town of Stow
Town Hall
Stow, MA 01775

Dear Ms McLaughlin:

Please consider appointing me to a position with the Stow Cultural Council. I have been meeting with them as an associate so far and they have asked me to become a full member. I feel that with my background in teaching and the arts I can make a contribution. In these difficult financial times, we must work together to maintain the areas of life which add psychological value to our town.

I moved to Stow in June of 2006 and I am looking forward to getting more involved in town life now that renovations on the house are done.

I currently own Livable Landscapes and Stow-Away Organizing. My businesses are based in Stow and I have a strong interest in maintaining cultural values in the Town.

If you have questions, please call me at (978) 298-5155. I look forward to hearing from you soon.

Sincerely,



Ann L. Deluty

Enclosure

ANN L. DELUTY

51 Birch Hill Rd

Stow Massachusetts 01775

978-298-5155

a.deluty@comcast.net

EDUCATION

- 1967 B.S in Education, Tufts University in affiliation with The School of the Museum of Fine Arts
- 1981 Master of Business Administration, Boston University

WORK EXPERIENCE

- 1996-Present Teaching Stone and Wood Carving, *Stow, MA*
- 2000-Present Owner of Livable Landscapes Designs, *Stow, MA*
- 2001-Present Owner of Stow-Away Organizing, *Stow, MA*
- 1997-2000 Owner of Randolph Associates Fine Arts, *Belmont, MA*
- 1986-1987 Substitute Teacher, Belmont Public Schools, *Belmont, MA*
- 1985-1986 Stockbroker, Buttonwood Securities, *Boston, MA*
- 1980-85 Stockbroker, Moseley, Hallgarten, Estabrook and Weeden, *Boston, MA*
- 1972-1979 Senior Art Editor, Houghton Mifflin Co. *Boston, MA*
- 1970-1972 Book Designer, Allyn & Bacon, Inc. *Boston, MA*

ACHIEVEMENTS

- Former Board of Directors, Concert Opera Boston
- Board of Directors, Cambridge Art Association
- Former President, Belmont Arts and Crafts Association
- Gallery Representation, Jan Collins Selman Fine Arts, *Falmouth, MA*

REFERENCES Available on request

Stow Selectmen's Office

From: Betsy Stepp [betsystepp@earthlink.net]
Sent: Monday, March 02, 2009 4:00 PM
To: "Susan McLaughlin"
Subject: Fwd: Cultural Council vacancy

Hi Susan,

I'm forwarding the email I sent in January. Do you need more than this?

I'm assuming that Ann is still interested based on an email I received from her February 12. Apparently she's serving on FinCom, and they wanted to resolve that her being on the Cultural Council wasn't in conflict. I've pasted that thread below too.

I'll ping Ann and remind her to submit her letter. I'd love to have her on board!

Betsy

Begin forwarded message:

From: Betsy Stepp <betsystepp@earthlink.net>
Date: January 15, 2009 5:17:38 PM EST
To: selectmen@stow-ma.gov ("Susan McLaughlin")
Subject: Cultural Council vacancy

Hi Susan,

At our Cultural Council meeting this morning Ann Deluty expressed an interest in becoming a full member of the council instead of simply an associate member. She can fill the position vacated by Bob Glorioso. I'm not sure if she needs to resubmit her paperwork to you, but I informed her of the steps that needed to be taken for her to become a full voting member. If you don't hear from her soon, then let me know so I can follow up, or you can contact her directly.

From what I can see from Ann's resume she seems like she'd be a wonderful and knowledgeable addition to the Cultural Council. I've only worked with her in two meetings now, but she's had plenty to contribute, seems thoughtful, insightful, and excited about the work that the council does. I'd be glad to have her as a full member of the Cultural Council!

Betsy

Hi Betsy,

Now that we have resolved this I am going to email Susan McLaughlin with my application for the Cultural Council. Perhaps I will be appointed in time for the next meeting.

3/2/2009

LICENSING BOARD FOR THE TOWN OF STOW
(Board of Selectmen)

Notice is hereby given under Chapter 138 of the General Laws that Stow Food Services, Inc., d/b/a Stow Acres Country Club, Walter E. Lankau, Jr, Manager, has applied for an alteration of premises to their existing liquor license, to include the grounds of the North and South courses, as permitted under MGL Chapter 138, section 12, as effective November 5, 2008.

A public hearing will be held on the license application on Tuesday, March 24, 2009 at 7:15 p.m. in the Stow Town Building, 380 Great Road, Stow, MA.

Thomas H. Ruggiero
Chairman, Board of Selectmen

Posted 2/17/09

Print 1x, The Stow Independent, 3/11/09 issue



Town of Stow
BOARD OF SELECTMEN

Stow Town Building
380 Great Road
Stow, Massachusetts 01775
(978) 897-4515 selectmen@stow-ma.gov Fax (978) 897-4631

February 17, 2009

Walter E. Lankau, Jr
Stow Acres Golf Course
58 Randall Road
Stow, MA 01775

Dear Mr. Lankau,

Enclosed is a copy of the notice of the March 24, 2009 public hearing on your liquor license application, which will appear in The Stow Independent on March 11, 2009. The newspaper will bill you directly for this expense.

You are to forward a copy of the hearing notice by certified mail, return receipt, to each of the property owners appearing on the abutter list prepared by the Assessors' Office. Please bring the green return receipts and a copy of the abutter list to the hearing as evidence of notification.

In order to allow enough time for return of the receipts, it is recommended that you mail the hearing notices no less than 10 days before the date of the hearing. As you are aware, the Alcoholic Beverage Control Commission requires proof of notification through the affidavit and the receipt cards.

If you have any questions or need more information, please let me know.

Yours truly,

Susan McLaughlin
Administrative Assistant
Board of Selectmen and
Town Administrator

Enclosure: Public hearing notice

alcoholic beverages or only wines and malt beverages, as the case may be, is authorized by this chapter, subject however, in the case of a tavern, to the provisions of section eleven A, may be licensed by the local licensing authorities, subject to the prior approval of the commission, to sell to travelers, strangers and other patrons and customers not under twenty-one years of age, such beverages to be served and drunk, in case of a hotel or restaurant licensee, only in the dining room or dining rooms and in such other public rooms or areas of a hotel as the local licensing authorities may deem reasonable and proper, and approve in writing; and provided further, that the limitations relative to service and consumption in a restaurant or hotel only in the dining rooms and such other public rooms or areas deemed reasonable and proper by the local licensing authority shall not be deemed to preclude the restaurant or hotel from allowing a patron to retain and take off the premises only so much as may remain of a bottled wine purchased by the patron in conjunction with a meal and not totally consumed by the patron during such meal; provided further, that the bottle shall be resealed in accordance with regulations promulgated by the commission and transported in a manner authorized in section 24I of chapter 90 when carried in a motor vehicle, as defined in section 1 of said chapter 90; provided, that no tavern license shall be granted to the holder of a hotel license hereunder. Such sales may also be made, by an innholder licensed hereunder, to registered guests occupying private rooms in his hotel, and in the dining room or dining rooms and in such other public rooms or areas of buildings on the same premises as the hotel and operated as appurtenant and contiguous to and in conjunction with such hotel, and to registered guests occupying private rooms in such buildings and in the case of condominium accommodations that are located appurtenant and contiguous to and also upon the same premises as a hotel, sales may be made by the hotel licensee as the local licensing authorities may deem reasonable and proper, and approve in writing. Such sales may be made by a restaurant licensee at such stands or locations in a sports arena, stadium, ball park, race track, auditorium or in any one building at an airport as the local licensing authority may deem reasonable and proper, and approve in writing. **A local licensing authority may grant a license for the sale of all alcoholic beverages or a license for the sale of wines and malt beverages at any location on the grounds of a golf course as it deems reasonable and proper.** Upon an application for a restaurant license, the local licensing authorities may in their discretion grant such a license authorizing the sale of alcoholic beverages on all days of the week or one authorizing such sale on secular days only, and the decision of such authorities as to which of the two types may be granted upon any particular application shall be final. During such time as the sale of such alcoholic beverages is authorized in any city or town under this chapter, the authority to grant innholders' and common victuallers' licenses therein under chapter one hundred and forty shall be vested in the local licensing authorities; provided, that if a person applies for the renewal of both a common victualler's license or an innholder's license under said chapter one hundred and forty and a hotel or a restaurant license, as the case may be, under this section and the local licensing authorities refuse to grant said common victualler's or innholder's license or fail to act on the applications therefor within a period of thirty days, such applicant may appeal therefrom to the commission in the same manner as provided in section sixty-seven and all the provisions of said section relative to licenses authorized to be issued by local licensing authorities under this chapter shall apply in the case of such common victualler's license or innholder's license.

If a license granted under this section to a person holding a license as an innholder or common victualler is suspended or revoked for any particular cause, no action shall be taken on account thereof by such authorities with respect to such innholder's or common victualler's license prior to the expiration of the period provided for an appeal under section sixty-seven in case no such appeal is taken, or prior to the disposition of any such appeal so taken, nor thereafter, except for further cause, in case such disposition is in favor of the appellant. Any club in any city or town wherein the granting of licenses to sell alcoholic beverages, or only wines and malt beverages, as the case may be, is authorized under this chapter may be licensed by the local licensing authorities, subject to the approval of the commission, to sell such beverages to its members only, and also, subject to regulations made by the local licensing authorities, to guests introduced by members, and to no others.

The local licensing authorities of any city or town wherein the granting of licenses under this section to sell all alcoholic beverages or only wines and malt beverages, as the case may be, is authorized by this

THE COMMONWEALTH OF MASSACHUSETTS
ALCOHOLIC BEVERAGES CONTROL COMMISSION

FORM 43

124600003

License Number

STOW

City/Town

2/11/09

Date

Type of Transaction (Please check all relevant transactions)

- | | | |
|----------------------------------------------|----------------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> New License | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Pledge of License |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock |
| <input type="checkbox"/> Change of Manager | <input checked="" type="checkbox"/> Alter Premises | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Transfer of Stock | | |

STOW FOOD SERVICES, INC

Name of licensee

04 295 3881

FID of Licensee

STOW ACRES COUNTRY CLUB

D/B/A

WALTER E. LANKAU JR

Manager

58 RANDALL RD

Address: Number

STOW, MA

Street

01775

Zip Code

Annual or Seasonal

Category: All Alcohol, Wine & Malt

Type: Restaurant, Club, Package Store,
Inn, General on Premise, Etc.

Description of Licensed Premises:

GROUNDS OF THE NORTH COURSE

Application was filed: 2/13/09 noon

Date & time

Advertised: _____

Date & Publication

Abutters Notified _____ Yes _____ No

Person to contact regarding this transaction:

Name: WALTER E. LANKAU, JR.

Address: 58 RANDALL RD, STOW, MA 01775

Phone #: 978 368-1100 x 104

Remarks:

The Local Licensing Authorities

Alcoholic Beverages Control Commission

By: _____

Executive Director

Remarks: _____

PETITION FOR CHANGE OF LOCATION OR MANAGER

THE COMMONWEALTH OF MASSACHUSETTS

FEB 11 2009

To the

Licensing Board for the TOWN OF STOW

The undersigned respectfully petition for ALTERATION OF PREMISES

(SEE ATTACHED LETTER)Walter Sankar

February 11, 2009

Board of Selectmen
Town of Stow
Great Road
Stow, MA 01775

Dear Selectmen:

Stow Acres Country Club respectfully requests an amendment to the described premises of its existing alcoholic beverages license at 58 Randall Road to include service on the grounds of the North Course as deemed reasonable and proper pursuant to the recent amendment of Mass. G.L. chapter 138 section 12.

Stow Acres wishes to sell alcoholic beverages from mobile concession carts on the playing surfaces of the North course. We believe the additional service will compliment the recreational experience of golfers without endangering public safety to golfers, abutters or the general public. We also believe that granting this amendment will allow Stow Acres to maintain its business at current competitive levels, and not lose individual customers, tournaments and outings to nearby courses in other towns who have recently been granted amended licenses, or to courses in neighboring states who are permitted to sell alcoholic beverages on the courses.

Stow Acres is, and always has been, committed to the highest standards of responsible alcohol service in the interest of the public health and safety. We have not had any incidents arising from excessive alcohol service in twenty-three years of business. We have excellent relationships with the Police and Fire Departments in town, and will continue to work cooperatively with those officials to ensure that our customers and staff act appropriately. The concession cart servers, as well as other beverage servers are trained in alcohol and food service, including Training for Intervention Procedures ("TIPS"), the program designed to ensure proper training and responsible alcohol serving. The servers are equipped with portable radios to communicate any areas of concern. In addition, starters and roving rangers compliment the team to provide a good and safe experience for customers.

The training of this team will prevent excessive serving of customers or serving minors. Standard operating procedures we currently have in place, and several we would add if the amendment is granted, will support responsible alcohol serving.

The perimeter of the North Course is bounded by stone walls, fences, and wetlands. The only boundaries that abut residential properties are the 18th hole of the North Course. These abutters are separated, by and large, by thick tree buffers. In the instances where

customers cross a public street, proper signage and a disposal barrel will be placed to warn customers of the ban on open containers in public streets.

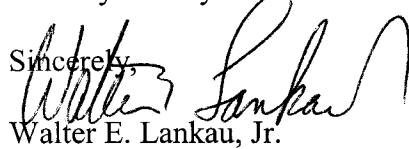
The infrastructure, policies and procedures are already in place to provide safe service and responsible consumption. Stow Acres ownership and management take this responsibility seriously.

I have attached for your consideration the following documents:

1. Form 997
2. Form 43
3. An outline of the procedures SACC would put in place if this amendment is granted.
4. Letter of support from Police Chief
5. Course map indicating requested service area

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Walter E. Lankau, Jr.", written over the word "Sincerely,".

Walter E. Lankau, Jr.

Owner

Operational Plan

- Our servers are TIPS trained and managed by our experienced management team. Beverage cart operators would be required to be over 18 years of age, properly trained, and would require proper identification from all customers before serving alcoholic beverages, as we currently do in the clubhouse.
- Rangers and servers regularly patrol the courses and would be instructed to remove anyone from the course who is behaving inappropriately.
- On a typical day, the customer would only see the beverage cart approximately once per nine holes, so there would be no excessive consumption.
- For the South Course, there are no road crossings. All service will be on SACC property.
- For the North Course, there is a crossing to start play (which would be before service is offered so there would be no potential for open containers on public street crossings).
- At the close of play, we will post signs indicating that open containers must be disposed of before crossing the road after the 18th hole (sign attached).
- The "No Cooler" rule will be enforced by our starter and monitored by rangers.
- Regular visual inspection by our rangers, servers and maintenance staff of areas bordering abutting residential property to ensure that beverage litter is not disposed of on neighboring properties.

WARNING

MASSACHUSETTS

OPEN CONTAINER LAW

ON PUBLIC ROADS

PLEASE DISPOSE OF

ALL ALCOHOLIC

BEVERAGES BEFORE

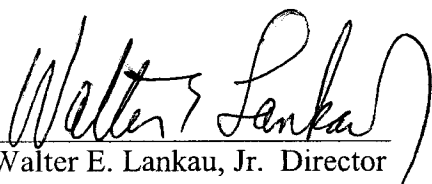
CROSSING STREET

**Action by Unanimous Consent of Directors of
Stow Food Services, Inc.**

The undersigned being all the directors of **Stow Food Services, Inc.**, pursuant to the provisions of Chapter 156D, Section 8.21 of the General Laws of Massachusetts and the By-Laws of this Corporation, hereby consent to the following action and adopt the following vote:

VOTED: That Walter E. Lankau, Jr., President of Stow Food Services, Inc. take all the steps necessary to apply for alteration of the defined premises so as to include all or part of the golf course under the current liquor license, including the All Alcoholic Restaurant License for 58 Randall Road, Stow, Massachusetts presently held by the Corporation.

This writing shall be filed with the records of the meetings of the Directors of Stow Food Services, Inc., and shall, for all purposes, be treated as a vote taken at a meeting.


Walter E. Lankau, Jr. Director

Dated February 12, 2009



**Town of Stow
POLICE DEPARTMENT**

305 Great Road
Stow, Massachusetts 01775

(978) 897-4545
FAX (978) 897-3692
Email: stowchief@comcast.net

Mark H. Trefry
Chief of Police

March 16, 2009

Board of Selectmen
380 Great Road
Stow, MA 01775

Dear Honorable Board of Selectmen,

I recently received a phone call from Walter E. Lankau Jr., the owner of Stow Acres Country Club. Mr. Lankau informed me, that he would be meeting with the Board of Selectmen in the near future to ask for an addition to their current liquor license, to allow the sale of alcoholic beverages to golfers along the golf course. During our conversation, he explained a recent change to the law pertaining to the sale of alcoholic beverages, which now allows golf courses to sell alcoholic beverages on the golf course itself. He briefly mentioned an operational plan, which includes posting signs prior to crossing a public way, warning patrons of the open container law. A disposal container will be located at these areas to enable patrons too properly discard any open container prior too crossing a public way. All employees involved with the sale of alcoholic beverages will strictly adhere to all rules and regulations.

Mr. Lankau asked that I write a letter to the Selectmen to verify the fact that there have not been any problems with the sale of alcoholic beverages at the Stow Acres Golf Course since he has been the owner.

The Stow Police Department's Records Officer Steve Sturtevant reports that we do not have any record(s) on file regarding any violations of improper sale of alcohol and/or alcohol-related incidents involving employees or patrons at Stow Acres.

If you have any additional questions regarding this issue, please feel free to contact me.

Sincerely,

Mark H. Trefry
Chief of Police

THE COMMONWEALTH OF MASSACHUSETTS
ALCOHOLIC BEVERAGES CONTROL COMMISSION

FORM 43

124600003

License Number

STOW

City/Town

2/11/09

Date

Type of Transaction (Please check all relevant transactions)

☐ New License

☐ New Officer/Director

☐ Pledge of License

☐ Transfer of License

☐ Change of Location

☐ Pledge of Stock

☐ Change of Manager

☒ Alter Premises

☐ Other _____

☐ Transfer of Stock

STOW FOOD SERVICES, INC

Name of licensee

04 295 3881

FID of Licensee

STOW ACRES COUNTRY CLUB

D/B/A

WALTER E. LANKAU, JR

Manager

58 RANDALL RD STOW MA 01775

Address: Number

Street

Zip Code

ANNUAL

Annual or Seasonal

ALL ALCOHOL

Category: All Alcohol, Wine & Malt

RESTAURANT

Type: Restaurant, Club, Package Store,
Inn, General on Premise, Etc.

Description of Licensed Premises:

BUILDING WITH BASEMENT, FIRST FLOOR, SECOND FLOOR
AND GROUNDS OF THE SOUTH COURSE

Application was filed: _____
Date & time

Advertised: _____
Date & Publication

Abutters Notified _____ Yes _____ No

Person to contact regarding this transaction:

Name: WALTER E. LANKAU JR

Address: 58 RANDALL RD, STOW MA 01775

Phone #: 978 568-1100 X104

Remarks:

The Local Licensing Authorities

Alcoholic Beverages Control Commission

By: _____

Executive Director

Remarks: _____

PETITION FOR CHANGE OF LOCATION OR MANAGER

THE COMMONWEALTH OF MASSACHUSETTS

FEB 11 2009

To the

Licensing Board for the TOWN OF STOW

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(SEE ATTACHED LETTER)Walter J. Lankau

February 11, 2009

Board of Selectmen
Town of Stow
Great Road
Stow, MA 01775

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Stow Acres is, and always has been, committed to the highest standards of responsible alcohol service in the interest of the public health and safety. We have not had any incidents arising from excessive alcohol service in twenty-three years of business. We have excellent relationships with the Police and Fire Departments in town, and will continue to work cooperatively with those officials to ensure that our customers and staff act appropriately. The concession cart servers, as well as other beverage servers are trained in alcohol and food service, including Training for Intervention Procedures ("TIPS"), the program designed to ensure proper training and responsible alcohol serving. The servers are equipped with portable radios to communicate any areas of concern. In addition, starters and roving rangers compliment the team to provide a good and safe experience for customers.

The training of this team will prevent excessive serving of customers or serving minors. Standard operating procedures we currently have in place, and several we would add if the amendment is granted, will support responsible alcohol serving.

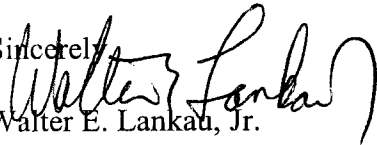
The perimeter of the subject golf courses is bounded by stone walls, fences, and wetlands. The only boundaries that abut residential properties are the first, second, and third holes. These abutters are separated, by and large, by thick tree buffers, fences, or public roads.

The infrastructure, policies and procedures are already in place to provide safe service and responsible consumption. Stow Acres ownership and management take this responsibility seriously.

I have attached for your consideration the following documents:

1. Form 997
2. Form 43
3. An outline of the procedures SACC would put in place if this amendment is granted.
4. Letter of support from Police Chief
5. A map indicating requested service area

Thank you for your consideration.

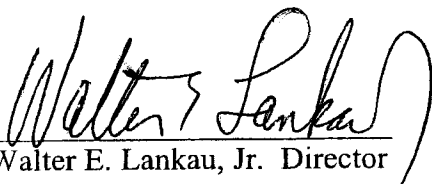
Sincerely,

Walter E. Lankau, Jr.
Owner

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This writing shall be filed with the records of the meetings of the Directors of Stow Food Services, Inc., and shall, for all purposes, be treated as a vote taken at a meeting.


Walter E. Lankau, Jr. Director

Dated February 12, 2009

THE COMMONWEALTH OF MASSACHUSETTS
ALCOHOLIC BEVERAGES CONTROL COMMISSION

FORM 43

124600009

License Number

Stow

City/Town

3/03/2009

Date

Type of Transaction (Please check all relevant transactions)

☐ New License

☐ New Officer/Director

☐ Pledge of License

☐ Transfer of License

☐ Change of Location

☐ Pledge of Stock

☒ Change of Manager

☒ Alter Premises

☒ Other Change of Corporate name

☐ Transfer of Stock

Robert Pagell LLC

Name of licensee

20-8796943

FID of Licensee

Butternut Farm Golf Club

D/B/A

Robert Page III

Manager

115

Wheeler Rd

01775

Address: Number

Street

Zip Code

Annual

All Alcohol, Wine & Malt

General on Premise

Annual or Seasonal

Category: All Alcohol, Wine & Malt

Type: Restaurant, Club, Package Store,
Inn, General on Premise, Etc.

Description of Licensed Premises:

Two story clubhouse, located on a golf course. First floor grill room bar. Second floor function bar.

Application was filed: 3/03/2009@1pm
Date & time

Advertised: 1/14/09 The Stow Independent
Date & Publication

Abutters Notified ☒ Yes ☐ No

Person to contact regarding this transaction:

Name: David Page

Address: 115 Wheeler Rd, Stow, MA 01775

Phone #: 978-897-3400 ext 12

Remarks:

Formerly The Page Family Limited Partnership

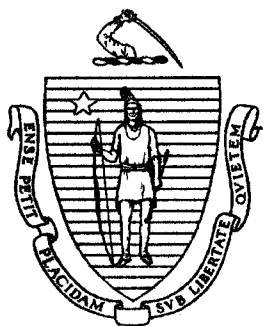
The Local Licensing Authorities

Alcoholic Beverages Control Commission

By: _____

Executive Director

Remarks: _____



The Commonwealth of Massachusetts
ALCOHOLIC BEVERAGES CONTROL COMMISSION

FORM A
LICENSEE PERSONAL INFORMATION SHEET

THIS FORM MUST BE COMPLETED FOR EACH:

- ☐ A. NEW LICENSE APPLICANT
- ☒ B. APPOINTMENT OR CHANGE OF MANAGER
IN A CORPORATION
- ☐ C. TRANSFER OF LICENSE (RETAIL ONLY-SEC. 12 & SEC. 15)

(Please check which transaction is the subject of an application accompanying this Form A.)

PLEASE TYPE OR PRINT ALL INFORMATION

ALL QUESTIONS MUST BE ANSWERED AND TELEPHONE NUMBERS PROVIDED OR
 APPLICATION WILL NOT BE ACCEPTED.

1. LICENSEE NAME Robert Page III Limited Liability Company, D.B.A Butternut Farm Golf Club
 (NAME AS IT WILL APPEAR ON THE LICENSE)
2. NAME OF (PROPOSED) MANAGER Robert Page III
3. SOCIAL SECURITY NUMBER 033-30-6511
4. HOME (STREET) ADDRESS 21 Kerry Craig Circle
5. AREA CODE AND TELEPHONE NUMBER (S): (Give both, your home telephone and a number at which
 you can be reached during the day).
 DAY TIME # 978-897-3400 HOME# 508-393-8439
6. PLACE OF BIRTH: Waltham, MA 7. DATE OF BIRTH: 9/9/40
8. REGISTERED VOTER: ☒ YES ☐ NO 8A. WHERE ? : Northboro, MA
9. ARE YOU A U. S. CITIZEN: ☒ YES ☐ NO
10. COURT AND DATE OF NATURALIZATION (IF APPLICABLE): _____
 (Submit proof of citizenship and/or naturalization such as Voter=s Certificate, Birth Certificate or
 Naturalization Papers)

11. FATHER'S NAME: Robert Page jr 12. MOTHER'S MAIDEN NAME: Kneeland

13. IDENTIFY YOUR CRIMINAL RECORD, (Massachusetts, Military, any other State or Federal): ANY OTHER ARREST OR APPEARANCE IN CRIMINAL COURT CHARGED WITH A CRIMINAL OFFENSE REGARDLESS OF FINAL DISPOSITION:
☐ YES ☒ NO (MUST CHECK EITHER YES OR NO)

IF YES, PLEASE DESCRIBE OFFENSE (S) SPECIFIC CHARGE AND DISPOSITION (FINE, PENALTY, ETC.)

14. PRIOR EXPERIENCE IN THE LIQUOR INDUSTRY: ☒ YES ☐ NO
IF YES, PLEASE DESCRIBE:

Owner of Butternut Farm Golf Club for 12 years.

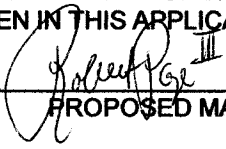
15. FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THIS OR ANY OTHER LIQUOR LICENSE, PERMIT OR CERTIFICATE: ☒ YES ☐ NO

IF YES, PLEASE DESCRIBE: Owner of the Butternut Farm Golf Course.

16. EMPLOYMENT FOR THE LAST TEN YEARS (Dates, Position, Employer, Address and if known, Telephone Numbers):
Owner of Butternut Farm Golf Club, located at 115 Wheeler Rd, Stow MA 01775. (978) 897-3400

17. HOURS PER WEEK TO BE SPENT ON THE LICENSED PREMISES: 50

18. I HEREBY SWEAR THAT UNDER THE PAINS AND PENALTIES OF PERJURY THAT THE INFORMATION I HAVE GIVEN IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: 
PROPOSED MANAGER SIGNATURE

DATE 3/3/09

PETITION FOR CHANGE OF LOCATION OR MANAGER

THE COMMONWEALTH OF MASSACHUSETTS

march 4, 20⁰⁹

To the

Licensing Board for the *Town of Staw*

The undersigned respectfully petition for

Change of manager from David C Page to Robert Page III on liquor license number 12460009.

LAW OFFICES OF LORRAINE ROSSI

P.O. BOX 826
ANDOVER, MA 01810
978-409-0080
978-349-6002 (FAX)

RECEIVED

MAR 10 2009

Town of Stow
BOARD OF SELECTMEN

LROSSIESQ@COMCAST.NET

March 6, 2009

Thomas H. Ruggiero, Chairman
Board of Selectmen
Town of Stow
380 Great Road
Stow, MA 01775

Toni Hall, LIP Director
EOCD
100 Cambridge Street
Boston, MA 02202

RE: 56 Elm Ridge Road, Stow, MA 01775

Dear Mr. Ruggiero and Ms. Hall:

The undersigned represents Mr. Christopher Rogers relative to his purchase of the above referenced property.

The property was previously subject to deed restrictions relative to the Local Initiative Project. However, On May 5, 2009, the holder of the mortgage foreclosed upon its lien. A copy of the Foreclosure Deed is enclosed for your review.

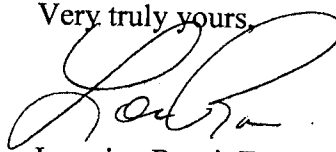
Pursuant to Paragraph 4(a) of the Deed Rider, such foreclosure voids all rights, restrictions, agreements and covenants.

Mr. Rogers, as the prospective buyer of the property, hereby requests that the Town and the EOCD execute, deliver and record a Certificate of Compliance thereby acknowledging compliance with the terms of the Deed Rider and releasing all said restrictions. I have enclosed a Certificate of Compliance for your convenience.

If you have any questions, or would like to discuss this matter with me further, please feel free to contact me.

Thank you.

Very truly yours,



Lorraine Rossi, Esq.

Cc: Jon D. Witten, Esq.
Christopher Rogers

TOWN OF STOW
AND
NASHOBA REGIONAL SCHOOL DISTRICT

MEMORANDUM OF AGREEMENT

This agreement is entered into under and pursuant to Section 4A of Chapter 40 of the Massachusetts General Laws ("Section 4A"), by and between the Town of Stow, Massachusetts (the "Town"), acting by and through its duly elected Board of Selectmen, as authorized by vote of the town on _____ and the Nashoba Regional School District (the "District"), acting by and through its Regional District School Committee (the "School Committee"). In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the District hereby agree as follows;

1. RECITALS

a. The Town is generally authorized by the Massachusetts General Laws to finance, acquire land for, construct, originally equip and furnish public buildings.

b. The District was duly established in 1951 pursuant to Chapter 71, Sections 16 to 16I of the General Laws and Chapter 708 of the Acts of 1951 by the Towns of Stow, Bolton and Lancaster (the "Member Towns") to provide secondary education for pupils in grades 9 through 12 in the Member Towns.

c. As of July 1, 1994 the Agreement establishing the District (the "District Agreement") was amended to extend the jurisdiction of the District to include pupils in all the grades from pre-kindergarten through 12.

d. Pursuant to Chapter 71, sections 16 (c) and (d), of the General Laws, the District is authorized to construct, reconstruct, add to, remodel, make extraordinary repairs to, equip, organize and operate schools for the benefit of its Member Towns, and to incur indebtedness for these purposes.

e. The District and the Town have determined that there is a need for the remodeling, reconstruction, construction or making of extraordinary repairs to the Center School and/or Pompositticut School facilities to serve pupils residing in the Town (the "Project").

f. In order to fill such need, the District and the Town purpose to undertake the Project and to apply for school building grant from the Massachusetts School Building Authority (the "Authority").

g. The District Agreement provides that the incurring of indebtedness for schools to accommodate students from one Member Town shall be incurred by the Town, and shall not be incurred by the District.

h. The Authority has advised that the chief executive official of the District, and not the Town, is the Eligible Applicant for purposes of applying for a school building grant from the Authority for the Project. The Authority has further advised that any reimbursements for eligible costs that are approved by the Authority must be paid to the District and not directly to a Member Town, and that certain other conditions with respect to Authority-assisted school construction projects must be observed to qualify for such assistance.

2. FINANCING OF THE PROJECT. The District authorizes the Town to act on its behalf and exercise all of its legal powers and duties with respect to the financing of the Project and the issuance of bonds and notes therefore. As provided in §§4 (c) 2 and 4 (c) 3 of the District Agreement, as amended, the Town shall incur indebtedness for the Project and all amounts payable on account of principal and interest on any bonds or notes issued by the Town hereunder shall be paid directly by the Town to the paying agent of the bonds or notes. All reimbursements for eligible, approved costs that are paid by the Authority pursuant to G.L. Chapter 70B, Chapter 208 and 210 of the Acts of 2004, and 963 CMR 2.00 et seq., as amended, and any successor legislation, with respect to the Projects. "All bills will be mailed to the 380 Great Road, Town of Stow, attention William Wrigley, Town Administrator, and will be processed for payment by the Town of Stow. The bill(s), and certification of payment(s), will then be sent to the NASHOBA Regional School District, to the attention of the District's MCCPO, for processing for reimbursement by the MSBA. Upon receipt of the reimbursement, NASHOBA Regional School District will forward the funds at the next available warrant to the Town of Stow."

3. DESIGN & CONSTRUCTION OF THE PROJECT. The Town shall appoint a school building committee in accordance with the provisions of 963 CMR 2.10 (3) which shall serve as the regional school building committee responsible for implementing the design, construction and equipping of the Project, performing any obligations imposed upon school building committees by 963 CMR 2.10 (3) and the statutes, regulations, guidelines and policies of the Authority; and entering into contracts on behalf of the Town therefore; provided, however, that (i) at all times at least one member of such School Building Committee shall be a member of the School Committee who resides in the Town; (ii) all contracts for the design and construction of the Projects shall be entered into by the Town except as otherwise required by the Town of Stow and NRSD MOA Final

Authority; and (iii) all plans for the design and construction of the Projects shall be approved by the District School Committee;[THE TOWN AND DISTRICT SHOULD CONSIDER ADDITIONAL LANGUAGE TO THE EFFECT OF THE FOLLOWING:]

- The District shall be responsible for preparing and submitting any information relating to the student enrollment in the District and the educational program for the Schools;
- The Town and the District shall cooperate with each other and, in a timely manner, shall provide each other and the Authority with whatever documentation and information is necessary to comply with the Authority's statutes, regulations, policies, guidelines and directives;
- except as otherwise provided herein, the District authorizes the Town to act as its designated agent and exercise all of its legal powers and duties with respect to the design and construction of the Project, including, but not limited to, the procurement and execution of contracts with owner's project managers, designers, contractors, construction managers, vendors and professionals, and the performance of all of the obligations and duties imposed upon Owners by the provisions of such contracts and the by the statutes, regulations, policies, guidelines and directives of the Authority
- In acting as the District's designated agent, but only as it relates to matters in which the Town exercises direct care, custody, and control, the Town shall do all acts and things necessary to ensure that the Town and the District are in compliance with all of the provisions of any agreements executed between the Authority and the District including, but not limited to, a Feasibility Study Agreement, Project Scope and Budget Agreement, and Project Funding Agreement, copies of which shall be provided to the Town by the District and incorporated by reference herein and with all statutes, regulations, policies, guidelines and directives of the Authority.
- The Town is authorized to act as the designated agent of the District in submitting requests for reimbursement of eligible Project costs to the Authority in accordance with all applicable statutes, regulations, policies, guidelines and the provisions of all agreements with the Authority.

4. JURISDICTION AND CONTROL OF THE CENTER AND POMPOSITTICUT SCHOOLS. The Center and Pompositticut Schools shall be leased to the District before, during and after the completion of the Project, on terms that assure the District exclusive jurisdiction and control over the school and the land on which it is sited for the term of twenty (20) years, and an additional term of twenty (20) years at the option of the District, as provided Town of Stow and NRSD MOA Final

in M.G.L. c. 71, §14C. The lease documents shall provide for jurisdiction and control of the school to revert to the Town in the event that the District dissolves or the Town withdraws from membership in the District.

5. RECORD KEEPING. As required by Section 4A[g1], the Town and the District shall maintain accurate and comprehensive records of services performed, costs incurred and reimbursements and contributions received on account of the Project; shall provide for the performance of regular audits of such records; and shall provide periodic financial statements with respect to Project expenditures. The Town and District shall retain and maintain all records related to the Project in accordance with the statutes, regulations, policies and guidelines of the Authority and any other applicable provisions of state law and shall make them available for inspection and copying by the Authority at all times.

6. TERM. This Agreement shall be for a term of twenty-five years from the date hereof or a term coincidental and co-extensive with the term of the borrowing and the state school building assistance grant contemplated by this Agreement, whichever is longer. In the event that the Town withdraws from the District, or the District is dissolved before the termination of this Agreement, the District hereby agrees that the funds received under the school building assistance grant contemplated by the Agreement are hereby transferred and assigned to the Town, and to undertake and to execute any documentation as may be required by the Town or the Massachusetts Department of Education for this purpose.

7. AMENDMENTS. Any provision of this Agreement, with the exception of paragraph 4, may be amended by an amendment approved by vote duly adopted by the Board of Selectmen and by vote duly adopted by the School Committee. No modification or waiver of any provision of this Agreement shall be valid unless duly authorized as an amendment hereof and duly executed by the Town and the District.

8. GOVERNING LAW. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

9. MASSACHUSETTS SCHOOL BUILDING AUTHORITY (MSBA).
The TOWN OF STOW understands that the NASHOBA REGIONAL SCHOOL DISTRICT hereby agrees to work in collaboration with the MSBA in all phases of the process, including at least: (a) agreeing on the project scope and budget, (b) implementing the solution as agreed upon, and (c) the final project audit and close-out. The NASHOBA REGIONAL SCHOOL DISTRICT hereby further acknowledges and agrees that, to remain eligible for project approval and potential funding from the MSBA, the NASHOBA REGIONAL SCHOOL DISTRICT must

work with the MSBA, through all phases of the MSBA's process including at a minimum the phases described above.

Because of the potential direct and certain impact on the Town of the terms and conditions identified in the Initial Compliance Certification, particularly as defined in paragraphs 20 and 24, the District agrees to provide written notification to the Town prior to any decisions being made or actions being taken by the District that could potentially and substantively affect eligibility for a school building grant from the Authority. The District further agrees to allow a reasonable amount of time, should it be requested, for the Town to provide input to the District to the proposed decision or action. The Stow Board of Selectmen will be solely responsible for representing the Town's interests in such matters and will communicate directly with the District.

10. STATEMENT OF INTEREST. The District in cooperation with the Town hereby certifies that it will consider all available options for remedying the deficiencies asserted in the Statement of Interest, including, to the extent applicable, regionalization or tuition agreements with adjacent school districts, district assignment policies with the school district, rental or acquisition and any necessary rehabilitation or usage modification of any existing building which could be made available for school use.

11. STANDARD FORMS The District and the Town acknowledge and agree that, in connection with the Proposed Project, they shall each use all standard forms, contract documents, contract language, requests for services, and formats for local votes and approvals that may be developed or otherwise required by the Authority and as may be amended by the Authority from time to time and further agree to provide any and all pertinent information and documentation necessary to complete said forms and contract documents.

12. AUDIT. The District and the Town hereby agree that they have provided or will provide the Authority with all audit material requested by the Authority in connection with any Prior Grant Projects, Waiting Lists Projects, and any other projects for which the District has received or will receive funding from the Authority. The District hereby further acknowledges and agrees that it shall continue to cooperate with the MSBA and provide any additional documentation or information that may be requested by the MSBA in connection with any Assisted Facility.

13. PRIOR FUNDING. The Town hereby certifies that the school building for which it has submitted a Statement of Interest is not a school that has been the site of an approved school project pursuant to G.L.c. 70B or chapter 645 of the Acts of 1948 within the ten (10) years prior to the MSBA's project application date, or that any potential project would be unrelated to such previously approved project in the same school.

14. The Town hereby certifies that it has not sold, closed or otherwise removed from service any school building or facility, within the last (10) years and acknowledges and agrees that no Total Facilities Grant for an Approved Project shall issue to replace or partially replace a school facility that was sold, leased, or otherwise removed from service in the last ten years. Further the District and the Town acknowledge and agree that the Authority in its sole discretion shall make the final determination about whether an approved project replaces a school facility removed from service.

15. FRAUD PREVENTION. The District and the Town hereby acknowledge and agree that if the District and the Authority execute a Feasibility Study Agreement, the District and the Town shall promptly develop, implement and actively pursue a fraud, waste and abuse detection and prevention program in connection with any potential school construction or renovation project and Approved Project, if any, and develop written procedures to detect and prevent fraud, waste and abuse.

16. EDUCATIONAL FACILITY. The District and the Town hereby acknowledge and agree that if approved for a project by the Authority , that the school facility that is the site of said project will remain in use as an educational facility for the instruction of school children as required by 963 CMR 2.03 (2)(b).

17. COUNTERPARTS. This agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

IN WITNESS WHEREOF, the Town by its Board of Selectman and the District by its School Committee, each duly authorized, have executed this Agreement under their respective seals as of the ____ day of _____, 2008.

NASHOBA REGIONAL SCHOOL DISTRICT

By _____

Regional District School Committee

TOWN OF STOW

By _____

Board of Selectman

Stow Board of Selectmen
Standard Operating Procedure
Meeting Packets & Distribution

The Board will adhere to the following process relative to the development and distribution of meeting packets:

1. Following the development of the meeting agenda (developed jointly by the Chairman of the Board, the Town Administrator and the Board's Administrative Assistant), the Administrative Assistant will:

- Prepare the "meeting packet"
- The packet will be emailed to all Board members ideally two business days prior to the scheduled meeting
- The Administrative Assistant will also post the packet on the Town website 24 hours in advance of the meeting whenever possible

2. The meeting packet will include the following:

- The meeting agenda, including a list of all correspondence received by the Office of the Board since the last meeting of the Board
 - The Administrative Assistant will make copies of any correspondence not included in the meeting packet for an individual Selectman upon request.
 - If after a review, an individual Selectman wishes to publicly discuss any correspondence that they requested, they can ask the Chairman to add it to the agenda for the next Selectman's meeting.
- All material pertinent, including any relevant correspondence, to the actionable agenda items for the upcoming meeting

3. The Administrative Assistant will maintain a folder of all correspondence that can be reviewed at any time by any Selectman; the AA will make the folder available prior to and following each Selectmen's meeting for review by Selectmen. Any member of the public can request from the AA a copy of any correspondence at any time from the list appearing on the agenda.

Adopted August 14, 2007